

Greenlease, Inc.

700 Porter Building
Pittsburgh, PA 15219
(412) 456-4400

June 17, 1986

Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

JUN 19 1986 3 15 PM

No.

6-170A014

Date

JUN 19 1986

Fee \$

10.00

Please deliver directly to Mildred Lee, Room 2503

ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed for recordation under the provisions of Section 11303(a) of Title 49 of the U. S. Code are the original and three counterparts of an Assumption Agreement dated as of January 1, 1986. This Assumption Agreement is a secondary document.

The primary document to which this is connected is the Railroad Car Lease Agreement recorded at 9:20 a.m. on September 20, 1977, with Recordation Number 9006.

A general description of the railroad cars covered by the enclosed document and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties to the Assumption Agreement are as follows:

Lessor: Greenlease, Inc.
Greenville, Pennsylvania 16125

Transferee: Soo Line Railroad Company
Soo Line Building
Box 530
Minneapolis, Minnesota 55440

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and two counterparts of the Assumption Agreement to John R. Young, 700 Porter Building, Pittsburgh, PA 15219.

Also enclosed is a check in the amount of \$10 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

Assumption Agreement between Greenlease, Inc., Greenville, Pennsylvania 16125 and the Soo Line Railroad Company, Soo Line Building, Box 530, Minneapolis, Minnesota 55440, dated as of January 1, 1986 and covering twenty All Steel 100-ton High Cube Box Cars, Road Nos. MILW 4787 to 4806, and connected to the Railroad Car Lease Agreement recorded at 9:20 a.m. on September 20, 1977 with Recordation Number 9006.

Very truly yours,

GREENLEASE, INC.

By

John R. Young
Vice President

Enclosures

ICC OFFICE OF
THE SECRETARY
JUN 19 3 07 PM '86
MOTOR OPERATING UNIT

SCHEDULE A
(to Letter of Transmittal)

DESCRIPTION OF EQUIPMENT

DESCRIPTION:	Twenty All Steel 100-ton High Cube Box Cars
MANUFACTURER:	Greenville Steel Car Company
IDENTIFICATION MARKS AND NUMBERS (BOTH INCLUSIVE):	MILW 4787 to 4806

9006-C
Filed 1425

JUN 19 1986 - 3 15 PM

ASSUMPTION AGREEMENT

INTERSTATE COMMERCE COMMISSION

Assumption Agreement dated as of January 1, 1986, between GREENLEASE, INC., a Delaware corporation (the "Lessor"), and S00 LINE RAILROAD COMPANY, a Minnesota corporation (the "Transferee").

WHEREAS, Greenville Steel Car Company, a Pennsylvania corporation ("Greenville"), and Chicago, Milwaukee, St. Paul And Pacific Railroad Company, a Wisconsin corporation ("Chicago Milwaukee"), heretofore entered into a Railroad Car Lease Agreement effective September 1, 1977 (the "Lease"), whereby Greenville leased to Chicago Milwaukee 20 All Steel 100-ton High Cube Box Cars, Road Nos. MILW 4787 to 4806 both inclusive (the "Cars"); and

WHEREAS, Greenville assigned its interest in the Lease to Greenville Leasing Company, a Delaware corporation ("Leasing") effective as of December 31, 1980; and

WHEREAS, Leasing assigned its interest in the Lease to Greenlease, Inc., a Delaware corporation (the "Lessor"), effective as of September 1, 1984; and

WHEREAS, as of February 19, 1985, The Milwaukee Road, Inc., a Minnesota corporation, acquired certain operating rail assets and related obligations, including the lessee's interest in the Lease and the 19 Cars then remaining thereunder, from Richard B. Ogilvie, Trustee of the property of Chicago Milwaukee, Debtor, pursuant to Order No. 809 of the United States District Court for the Northern District of Illinois, Eastern Division (No. 77B 8999) and an Asset Purchase Agreement, as amended, between the parties; and

WHEREAS, The Milwaukee Road, Inc. was merged into the Transferee effective as of 11:59 p.m. on December 31, 1985; and

WHEREAS, the Transferee desires to continue as lessee under the Lease and is willing to assume all obligations of the lessee thereunder; and

WHEREAS, the Lessor is willing to consent to the Transferee's acquisition of the lessee's interest under the Lease and its assumption of all obligations of the lessee thereunder.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The Transferee agrees to be bound by the terms of the Lease and assumes and undertakes all of the obligations and liabilities of the lessee thereunder. The Transferee shall execute and deliver such further documents and instruments as Lessor may reasonably request to evidence the assumption of obligations and liabilities provided hereby.

2. All terms, conditions and covenants of the Lease shall remain unchanged and shall continue to remain in full force and effect.

3. Transferee hereby represents, warrants and covenants that the obligations and liabilities of the lessee under the Lease are not subject to any disputes, offsets or counterclaims of any kind or nature whatsoever.

4. Lessor hereby consents to the transfer of the lessee's rights and interest in and under the Lease to the Transferee and to the assumption by the Transferee of the lessee's obligations and liabilities under the Lease.

Witness the due execution hereof as of the 1st day of January, 1986.

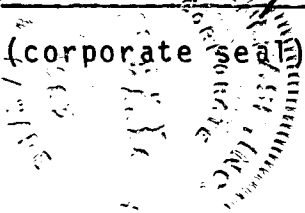
ATTEST:

Glenn R. Holmes
(corporate seal)
CORPORATE SECRETARY

SOO LINE RAILROAD COMPANY

By *Carl J. Lynn*
Executive Vice President Operations

ATTEST:

Edward W. Ngoras, Secretary
(corporate seal)


GREENLEASE, INC.

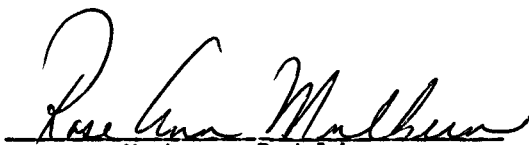
By *John R. Young*
Vice President

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 16th day of June, 1986 before me personally appeared John R. Young to me personally known, who being duly sworn, says that he is a Vice President of Greenlease, Inc., a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority vested in him by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

ROSE ANN MULKERN, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires Mar. 18, 1989

STATE OF MINNESOTA
COUNTY OF HENNEPIN

)
) ss:
)

On this ^{4th} day of June, 1986, before me personally appeared Earl J. Currie, to me personally known, who being by me duly sworn, says that he is the Executive VP. Operations of the Soo Line Railroad Company, a Minnesota corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Beth Fodness
Notary Public

(NOTARIAL SEAL)

My Commission Expires:

